

# FAX

Date 06/10/97

Number of pages including cover sheet 4

**TO:** Rick Reitter  
A&P NY Metro

**FROM:** G. N. Kuruc, Jr.  
R. J. Reynolds Tobacco  
Company  
400 Raritan Center  
Parkway  
Edison, NJ 08889

**Phone**

**Fax Phone** 201-930-5221

**Phone** 908-225-4774  
**Fax Phone** 908-417-9076

**CC:**

**REMARKS:**  Urgent  For your review  Reply ASAP  Please Comment

Copies of 1997 RJR Retail Partners Contract and store list for Super Fresh.

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**R. J. REYNOLDS TOBACCO COMPANY  
RETAILER ASSIST PROGRAM - CARTON OUTLET**

**Request for Taxpayer Identification Number and Certification**

R. J. Reynolds Tobacco Company must backup withhold tax at the rate of 31% from payee if the payee fails to provide R. J. Reynolds Tobacco Company with sufficient correct information to issue a Form 1099 to such payee for any calendar year. With an individual proprietorship, this information is the person's individual name and either his/her social security number (S.S. No.) or the employer identification number (EIN) for the proprietorship. In addition to the payee's individual name, the payee may also provide the business name for the sole proprietorship, provided the individual name is listed before the business name. (Sole proprietors may not furnish only the business name.) With respect to corporations, partnerships, estates, trusts, and similar entities, the necessary information is the entity's name and employer identification number (EIN) as it appears on IRS Form 575 (Assignment of Employer Identification Number).

Type of Organization: Corporation  Sole Proprietor \_\_\_\_\_ Partnership, Estate, Trust, etc. \_\_\_\_\_

Is this a corporation exempt from backup withholding? Yes  No \_\_\_\_\_

Please use the appropriate line to fill in the name and Taxpayer Identification Number:

Corporation Name \_\_\_\_\_ EIN 22-2402491  
or \_\_\_\_\_  
Sole Proprietor's Name \_\_\_\_\_ S.S. No. \_\_\_\_\_

Sole Proprietor's Business Name \_\_\_\_\_ EIN \_\_\_\_\_  
or \_\_\_\_\_  
Partnership, Estate, Trust, etc. \_\_\_\_\_ EIN \_\_\_\_\_

Address (Number, street, and apt. or suite number) \_\_\_\_\_

Address (City, state, and ZIP code) \_\_\_\_\_

**Certification:**

Under penalties of perjury, I certify that:

1. The number shown above is my correct taxpayer identification number (or I am waiting for a number to be issued to me) and
2. I am not subject to backup withholding because: (a) I am exempt from backup withholding, or (b) I have not been notified by the Internal Revenue Service that I am subject to backup withholding as a result of a failure to report all interest or dividends, or (c) the IRS has notified me that I am no longer subject to backup withholding.

**Certification Instructions:** You must cross out item 2 above if you have been notified by the IRS that you are currently subject to backup withholding because of underreporting interest on your tax return.

|                           |                          |                   |               |
|---------------------------|--------------------------|-------------------|---------------|
| Store Name (Please Print) | <u>Superfresh STORES</u> | RJR Account No.   | <u>558506</u> |
| Street Address            | <u>77 Railroad Ave</u>   | RJR Territory No. | <u>134062</u> |
| City/State                | <u>Florence NJ</u>       | Zip Code          | <u>08518</u>  |
| Call Classification       | Branch (If Chain) _____  |                   |               |

| Type | # Stores    | Monthly Payment | Total Quarterly Dollar Amount |
|------|-------------|-----------------|-------------------------------|
| RA   | <u>OPEN</u> | <u>\$100</u>    | <u>\$ 300.00</u>              |
| RA   | <u>OPEN</u> | <u></u>         | <u>\$</u>                     |
|      |             |                 | <u>\$</u>                     |
|      |             |                 | <u>\$</u>                     |
|      |             |                 | TOTAL                         |

1/30/97  
Date Contract Signed

1/1/97  
Contract Effective Date

Retailer's Signature M. W. Blum  
Title: Grocery Manager

R. J. REYNOLDS TOBACCO COMPANY

By: R. H. French

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| FUNCTION | CONTRACT TYPE | PLAN     | UNITS     | RATE       | EFFECTIVE MO/YR |
|----------|---------------|----------|-----------|------------|-----------------|
| A=ADD    | <u>RA</u>     | <u>C</u> | <u>01</u> | <u>100</u> | <u>01 97</u>    |
| E=END    |               |          |           |            |                 |
| D=DELETE |               |          |           |            |                 |
| C=CHANGE |               |          |           |            |                 |

\* Add to Locations on the Attached List

**R. J. REYNOLDS TOBACCO COMPANY  
RETAILER ASSIST PROGRAM - CARTON OUTLET**

R. J. Reynolds Tobacco Company (RJR) is pleased to announce the following program effective January 1, 1996, for retail accounts below the minimum volume requirements of the RJR Retail Partners Marketing Plan for Carton Outlets, but meet the following criteria:

**MERCHANDISING/PRESENCE PROGRAM ELEMENTS:**

- RJR Self-Service Package merchandiser(s) including applicable signage.

**MERCHANDISING/PRESENCE ELEMENT REQUIREMENTS**

**RJR Self-Service Package Merchandiser(s)**

- Loose pack merchandiser(s) for all brands available for sale, or RJR brands exclusively. Merchandiser(s) must include promotion/display area, and areas designated for RJR advertising. If merchandiser is exclusive RJR, space for RJR brands must also be maintained on Industry merchandiser.
- Merchandiser(s) will be located adjacent to an active checklane, as approved by an RJR representative.
- Merchandiser(s) will be adequate in size to satisfy retailer sales of RJR and/or all Industry brands.
- RJR space on merchandiser(s), not including display space, will be equal to RJR's Share of Market, not less than 25%. Location of RJR brands will begin on top shelf of merchandiser(s) and continue on lower shelves in a contiguous manner, until space requirement is satisfied.

Other

RJR reserves the right for final approval of display/advertising types, sizes and locations.

**MERCHANDISING/PRESENCE ADDITIONAL REQUIREMENTS**

- Retailer further agrees to:
  - Display RJR "Lowest" brands, if applicable
  - Provide RJR accurate volume information
    - Authorize primary and other suppliers to release brand style volume information to RJR.
  - Provide RJR share of available signage equal to RJR Share of Market.
  - Provide RJR share of space equal to RJR share of market on carton merchandisers, if applicable. Minimum acceptable space as determined by an RJR Representative.
  - Ensure adequate quantity of RJR brands are maintained to minimize out of stock, including brands designated for display.
  - Accept new RJR brand styles, as requested.
  - Provide RJR distribution in all price tiers as required.
  - Permit RJR to make reasonable audits of performance and to inspect and rotate RJR products.
- Permanent RJR advertising will be affixed to RJR displays/merchandisers utilized under this agreement. Retailer will not permit additional advertising of any kind, including that relating to retailers own products, to be affixed to or interfere with RJR displays.
- Changes in agreed location of displays/advertising, or effectiveness of location will result termination of this agreement.
- Restricting RJR's ability to display, promote or distribute RJR brands or the ability to compete equally with other tobacco companies in all areas at retail, will result in termination of the agreement.
- RJR reserves the right to modify or terminate this agreement after notice to retailer. In the event of failure of performance by the retailer, this contract may be terminated by RJR forthwith and without notice.

**MERCHANDISING/PRESENCE PAYMENT**

RJR volume will be determined by the average weekly sales of all RJR brands during the most recent 3-month period.

RJR will pay qualifying retailer \$100 per month for performance of all requirements under this agreement.

R. J. Reynolds Tobacco Company will make payments by check as soon as practicable after the end of each calendar quarter. Payments will be made for stores rendering full performance during a quarter, and on a pro rata basis for stores rendering performance for less than one full quarter, but more than one calendar month. Retailer will not deduct amounts due under contract from invoices due RJR.

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